

ROUTING AND TRANSMITTAL SLIP		ACTION
1 TO (Name, office symbol or location)	INITIALS	CIRCULATE
John Machita, Chief	DATE	COORDINATION
	INITIALS	FILE
2 Grants Administration Br	DATE	INFORMATION
	INITIALS	NOTE AND RETURN
3 re: C-420916-01	DATE	PER CON-VERSATION
	INITIALS	SEE ME
4 Hamilton Twp. Mun Auth	DATE	SIGNATURE
	REMARKS	
<p>Attached for your review is the amendment to the engineering agreement for the referenced project.</p> <p>Do NOT use this form as a RECORD of approvals, concurrences, disapprovals, clearances, and similar actions.</p>		
FROM (Name, office symbol or location)	DATE	
Andy Balestini	11/1/78	
	PHONE	7-9169

November 21, 1979

Number 420916

Contract Number 1A

Change Order Number 8

DRAFT

CHANGE ORDER CHECKLIST
(40 CFR 35.938-5)

1. The change order has been signed and dated by the contractor, owner, and engineer, except ^{that which requires} those requiring prior approval. X
2. The nature and justification of the work have been adequately described, including drawings and calculations when appropriate. X
3. Change Order Category
 - A. Minor X Major _____
(includes emergency changes) (scope change, \$100,000 or more)
 - B. Reason for Change

<u> </u> Unforeseen site conditions	<u> </u> Time Extension <u> </u>
<u> </u> Design improvements/additions	<u> </u> Substitution of Equipment, Materials
<u> </u> Re-location of sewers or other facilities	<u> </u> Scope Increase/Decrease
<u> </u> Errors/Omissions Corrections	<u> </u> Damage Claims
<u> </u> Provide better O & M	
<u> </u> Other	
4. The work involved is not covered by the specifications as work to be performed under the executed contract. (Check the specifications for this possibility, paying particular attention to General "Catch All" phrasing in the bid proposal.) X
5. The work involved will not result in a change in the original design concept or criteria. X
- 6A. Any extension of time included in this change order has been fully justified. NA
- B. If the time extension has impacted any schedule contained in the Grantee's NPDES permit, the appropriate amendments have been requested. NA
7. Cost Evaluation
 - A. A cost breakdown has been supplied and the cost appears reasonable (40 CFR 35.938-5(c)). X
 - B. If change order cost exceeds \$100,000, it must be approved prior to being executed. (40 CFR 35.938-5(e)) EPA Form 5700-41 must be completed and reviewed. NA

410
Contract 1A CO#8

8A. Lump Sum: The overhead and profit markups are in accordance with the specifications.

B. Unit Price: The unit prices used are in agreement with prices listed in the bid proposal. When quantity changes exceed 15 percent of the original bid quantity and the cost change is significant, the Grantee should consider renegotiation of the unit price. (40 CFR 35.938-5(b)(1)(i)) X

9. Eligibility Determination

The work involved is:

X Eligible - \$ 1558.64

 Ineligible - \$

Comments: Decrease because of change in alignment

Reviewed By: Jeffery A. Pike
Date: 4-6-81

4-916-0

AGREEMENT TO AMEND AGREEMENT
FOR
ENGINEERING SERVICES

THIS AGREEMENT, made this 20th day of DECEMBER, 1977, by and between HAMILTON TOWNSHIP MUNICIPAL AUTHORITY, hereinafter referred to as the OWNER, and ARROWOOD, INCORPORATED, hereinafter referred to as the ENGINEER:

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER entered into an Agreement dated October 22, 1971, providing for certain engineering services and fees related thereto, and

WHEREAS, it is mutually agreeable by both parties to amend Sections B-2 of the Agreement relating to Compensation for Basic Engineering Services and,

WHEREAS, an Amendment to the Engineering Services Agreement was executed by the OWNER and the ENGINEER on October 22, 1976, to include certain requirements of the United States Environmental Protection Agency (the E.P.A.); and

WHEREAS, in order to comply with Grant Requirements of the United States Environmental Protection Agency [40 CFR Part 35 Subpart E (41 FR 9340)] it is mutually agreeable by both parties to amend the appropriate portions of the October 22, 1971 Agreement and the October 22, 1976 Amendment to comply further therewith,

That for and in consideration of the mutual covenants and promises between the two parties hereto, it is hereby agreed to amend the October 22, 1971 Agreement as follows:

I. Section B - Compensation for Basic Engineering Services.

Section B-2 be amended to read as follows: A sum together with the specific sum set forth in Section B-1 above equals fifty seven and seven tenths percent (57.7%) of the total compensation based on the revised cost estimate after completion and submission of the preliminary plans, specifications, and revised cost estimates, and the Contract Documents, and the acceptance of the same by the OWNER and the United States Environmental Protection Agency. This sum shall be due on December 31, 1977.

Section B-3 be amended to read as follows: A sum equal to twenty two and three tenths percent (22.3%) of the total compensation based on construction contract costs immediately after the construction contracts are awarded.

II. Section D - Additional Engineering Services.

Section D be amended as follows: The payment Section D shall be in accordance with the schedule in the original contract from the date of the original contract, 1975. The payment for services specified in the original contract, January 1, 1976, shall be in accordance with the schedule in the original contract. The ENGINEER will render to OWNER an itemized statement of such services.

*Copies all pages
this document*

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er 31,
ter
ained
such services.

Section E - Schedule of Rates and Charges for Additional Engineering Services

<u>Personnel</u>	<u>Rate per Hour</u>
<u>Survey</u>	
Four-Man Party	\$ 40.10
Three-Man Party	33.55
Two-Man Party	24.75
<u>Construction Inspection</u>	
Resident Engineer	\$ 27.50
Resident Inspector	16.00
<u>Engineering and General Supervision</u>	
Principal or Officer of Firm	\$ 27.50
Project Engineer	22.75
Field or Design Engineer	22.25
Field or Office Assistant	16.00
Land Surveyor	20.00
Draftsman	16.00
Secretary I	6.00
Secretary II	11.50
<u>Legal Appearance in Court</u>	
Full Day	\$250.00
Half Day	125.00

III. The inclusion of Appendix C-1 as appears in the Federal Register, Vol. 41, No. 251 - Wednesday, December 29, 1976, which is as follows:

1. GENERAL

(a) the OWNER and the ENGINEER agree that the following provisions shall apply to the E.P.A. grant-eligible work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

(b) the work under this Agreement is funded in part by a grant from the United States Environmental Protection Agency. Neither the United States nor the United States Environmental Protection Agency (hereinafter, "E.P.A.") is a party to this Agreement. This Agreement which covers grant-eligible work is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939 in effect on the date of execution of this Agreement. As used in these clauses, the words "the date of execution of this Agreement" mean the date of execution of this Agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

(c) The rights and remedies of the OWNER provided for in these clauses

6. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

7. PAYMENT

(a) Payment shall be made in accordance with the payment schedule incorporated in this Agreement as soon as practicable upon submission of statements requesting payment by the ENGINEER to the OWNER. If no such payment schedule is incorporated in this Agreement, the payment provisions of paragraph (b) of this clause shall apply.

(b) Monthly progress payments may be requested by the ENGINEER and shall be made by the OWNER to the ENGINEER as soon as practicable upon submission of statements requesting payment by the ENGINEER to the OWNER. When such progress payments are made, the OWNER may withhold up to ten percent of the vouchered amount until satisfactory completion by the ENGINEER of work and services within a Step called for under this Agreement. When the OWNER determines that the work under this Agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the OWNER, he shall release to the ENGINEER such excess amount.

(c) No payment request made pursuant to paragraph (a) or (b) of this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement, which estimates shall be prepared by the ENGINEER and supplemented or accompanied by such supporting data as may be required by the OWNER.

(d) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement for such work, or prior settlement upon termination of the Agreement, and as a condition precedent thereto, the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.

8. PROJECT DESIGN

(a) In the performance of this Agreement, the ENGINEER shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes, consistent with 40 CFR 35.936-3 and 35.936-13 in effect on the date of execution of this Agreement, except to the extent that advanced technology may be utilized pursuant to 40 CFR 35.908 in effect on the date of execution of this Agreement.

(c) The ENGINEER shall not, in the performance of the work called for by this Agreement, produce a design or specification which would be restrictive in violation of Sec. 204(a) (6) of the Federal Water Pollution Control Act (PL 92-500). This statute requires that no specification for bids or statement of work shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal". With regard to materials, if a single material is specified, the ENGINEER must be prepared to substantiate the basis for the selection of the material.

(d) The ENGINEER shall report to the OWNER any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.

(e) The ENGINEER shall not knowingly specify or approve the performance of work at a facility which is in violation of Clean Air or Water standards and which is listed by the Director of the EPA Office of Federal Activities pursuant to 40 CFR Part 15.

9. AUDIT: ACCESS TO RECORDS

(a) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA grant work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 30.605, 30.805, and 35.935-7 in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) in effect on the date of execution of this Agreement and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, OWNER, and [the State water pollution control agency] or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to include paragraphs (a) through (e) of this clause in all his contracts and all tier subcontracts directly related to project performance which are in excess of \$10,000.

(c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs (a) and (b) above, to any of the agencies referred to in paragraph (a) above, provided that the ENGINEER is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the ENGINEER.

In addition, Case Records which relate to any "Dispute" appeal under an EPA grant agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(a) If the OWNER or EPA determines that any price, including profit, negotiated in connection with this agreement or any cost reimbursable under this Agreement was increased by any significant sums because the ENGINEER or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in this certification of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

11. SUBCONTRACTS

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized by the OWNER during the performance of this Agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the OWNER.

(b) The ENGINEER may not subcontract services in excess of thirty percent (30%) of the contract price to subcontractors or consultants without prior written approval of the OWNER.

12. LABOR STANDARDS

To the extent that this Agreement involves "construction" (as defined by the Secretary of Labor), the ENGINEER agrees that such construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a-276a-7);

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);

(c) Copeland Anti-Kickback Act (18 U.S.C. 874); and

(d) Executive Order 11246 (Equal Employment Opportunity);

and implementing rules, regulations, and relevant orders of the Secretary of Labor or EPA; and the ENGINEER further agrees that this Agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA Form 5720-4) in effect at the time of execution of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with EPA policy as expressed in 40 CFR 30.420-5, the

14. UTILIZATION OF SMALL AND MINORITY BUSINESS

In accordance with EPA policy as expressed in 40 CFR 35.936-7, the ENGINEER agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of EPA grant-assisted contracts and subcontracts.

15. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. GRATUITIES

(a) If it is found, after notice and hearing, by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the ENGINEER, or any agent or representative of the ENGINEER, to any official, employee or agent of the OWNER, of the State, or of EPA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate the right of the ENGINEER to proceed under this Agreement or may pursue such other rights and remedies provided by law or under this Agreement: Provided, That the existence of the facts upon which the OWNER makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a) hereof, the OWNER shall be entitled (1) to pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall not be less than three nor more than ten times the costs incurred by the ENGINEER in providing any such gratuities to any such officer or employee.

17. PATENTS

If this Agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 CFR Part 30, in effect on the date of execution of this Agreement, including Appendix B of said Part 30. In such case, the ENGINEER shall report the discovery or invention to EPA directly or through the OWNER, and shall otherwise comply with the OWNER'S responsibilities in accordance with said Subpart D of 40 CFR Part 30. The ENGINEER hereby agrees that the disposition of rights to inventions made under this Agreement shall

18. COPYRIGHTS AND RIGHTS IN DATA

(a) the ENGINEER agrees that any plans, drawings, designs, specifications, computer programs (which are substantially paid for with E.P.A. grant funds), technical reports, operating manuals, and other work submitted with a Step 1 Facilities Plan or with a Step 2 or Step 3 grant application or which are specified to be delivered under this Agreement or which are developed or produced and paid for under this Agreement (referred to in this clause as "Subject Data") are subject to the rights in the United States, as set forth in Subpart D of 40 CFR Part 30 and in Appendix C to 40 CFR Part 30, in effect on the date of execution of this Agreement, including the right to use, duplicate and disclose, such Subject Data, in whole or in part, in any manner for any purpose whatsoever, and have others do so. For purposes of this article, "grantee" as used in said Appendix C shall refer to the ENGINEER. If the material is copyrightable, the ENGINEER may copyright such, as permitted by said Appendix C, and subject to the rights in the Government as set forth in Appendix C, but the OWNER and the Federal Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part, and to authorize others to do so. The ENGINEER shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts expected to produce copyrightable Subject Data.


(b) All such Subject Data furnished by the ENGINEER pursuant to this Agreement are instruments of his services in respect of the project. It is understood that the ENGINEER does not represent such Subject Data to be suitable for reuse on any other project or for any other purpose. Any reuse by the OWNER without specific written verification or adaption by the ENGINEER will be at the risk of the OWNER and without liability to the ENGINEER. Any such verification of adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date hereinbefore set forth.

OWNER:

HAMILTON TOWNSHIP MUNICIPAL AUTHORITY

ATTEST:


Laurel B. Lee sec

By:

Harry B. Shaffer Sr.
Chairman

LEGAL SERVICE AGREEMENT

This LEGAL SERVICE AGREEMENT, made this *19th* day of *April* 1977, between HAMILTON TOWNSHIP MUNICIPAL AUTHORITY (hereinafter referred to as the "Authority"), and ROY S. F. ANGLE, Esquire, Waynesboro, Pennsylvania, as Solicitor, and RHOADS, SINON & HENDERSHOT, Esquires, of Harrisburg, Pennsylvania, as Bond Counsel (hereafter collectively referred to as the "Attorneys").

WITNESSETH:

WHEREAS, The Authority has certain powers granted by the Pennsylvania Municipality Authorities Act of 1945, P. L. 382, as amended, and supplemented, including inter alia, those in connection with and pertaining to planning, designing, acquiring, constructing and equipping certain additional sewer system facilities, including additional sewage collection, transmission and pumping facilities, in and for certain portions of the Township of Hamilton, Franklin County, Pennsylvania, and such adjoining areas as, from time to time, lawfully may be served by such facilities (hereinafter referred to as the "Project"), for discharge to the Borough of Chambersburg, Franklin County, Pennsylvania for treatment and ultimate disposal (the "Project"); and

WHEREAS, The Authority, in the planning for the accomplishment of the Project, has required legal counsel and services and has obtained the same from the Attorneys; and the Authority hereafter, in the consummation of such accomplishment, will require legal counsel and services from the Attorneys; and

Authority in connection with the Project; and all parties desire to reduce an agreement with respect to compensation of the Attorneys to writing.

WHEREFORE, in consideration of the services heretofore rendered by the Attorneys and of the services hereafter to be rendered by the Attorneys and of the mutuality hereof, it is agreed as follows:

1. The Attorneys have provided or hereafter shall provide, as appropriate, to the Authority certain legal counsel and services necessary in connection with the financing, construction and initial operation of the Authority's Project such services to include (or have included), but not to be restricted to, the following:

a. Preparation for and furnishing advice and assistance to the Board of the Authority and its officers in connection with:

- (1) the notice for and conduct of meetings; (2) the preparation of minutes of such meetings, upon request; (3) the preparation and enactment of such ordinances and/or resolutions as may be necessary in connection with the authorization, financing, construction and operation of the Project; (4) the preparation of such affidavits, publication notices, ballots, reports, certifications and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary;
- (5) the preparation and completion of such bonds and other obligations as may be necessary to finance the Project;
- (6) the execution of documents for obtaining grants and/or loans made or insured by the United States of America (the

and departments of the Government and the Commonwealth of Pennsylvania; (7) entering into construction contracts; (8) adoption of by-laws, rules and regulations and rate schedules; (9) such other corporate action as may be necessary in connection with the financing, construction and initial operation of the Project;

b. Review of construction contracts, bidletting procedures and surety and contractual bonds in connection therewith;

c. Preparation, negotiation or review of contracts with other municipal bodies, as necessary;

d. Examination of real estate titles and preparation of right-of-way agreements necessary to provide continuous rights-of-way for the Project; obtaining of necessary permits from municipal and governmental bodies and others with respect to pipe lines, crossing of roads, easements, use of ditches for mains, and so forth, not to include, however, costs of title abstracts to be furnished;

e. Examination of real estate titles and preparation of and review of deeds, easements or other instruments for sites for facilities necessary to the Project, and recording of the same, not to include, however, costs of title abstracts to be furnished;

of tract sheets, easements and other necessary title documents, construction contracts, health permits, crossing permits and other contracts, permits and instruments; and

g. Preparation of appropriate opinions of counsel as required by the Authority or the Farmers Home Administration, United States Department of Agriculture, and other governmental agencies and departments.

2. The Authority agrees to pay to the Attorneys, for professional services rendered or to be rendered in accordance herewith, fees as follows: a basic joint fee of Forty-Five Thousand Dollars (\$45,000), to be divided between Solicitor and Bond Counsel, as follows: Bond Counsel - Twenty Thousand Dollars (\$20,000); Solicitor - Twenty-Five Thousand Dollars (\$25,000); for all work stated in Item 1 above and reasonably included therein; Provided, however, that in the event of hearings, trials or proceedings, including condemnation proceedings, before any board of view, court or governmental agency or tribunal in behalf of the Authority, and work related to inter-municipal agreements the Attorneys shall be paid additionally, for the preparation and representation in such matters as the prevailing rate for the Attorneys involved in the respective law firms; and provided further that the fee for the Solicitor and for Bond Counsel each shall be increased by the sum of Four Thousand Dollars (\$4,000), in the event of a public offering of interim financing.

The Authority and the Attorneys agree that the aforesaid basic fee shall be paid to said Attorneys as follows: for Bond Counsel. one half

if any, with the balance or all of fee, as appropriate, to be paid promptly upon consummation of permanent financing arrangements for the Project, or in additional portions mutually agreed upon from time to time; for Solicitor, one-half (1/2) of such basic fee, plus additional fees (for work then completed), charged for as provided in Item 2, promptly upon consummation of the first financing; an additional one-quarter (1/4) four months thereafter, with the balance of the fee due to be paid upon completion of construction of the Project.

Out of pocket disbursements, including travel, telephone, photocopy and other expenses shall be billed separately and in addition to the foregoing compensation, by Attorneys, as incurred.

The Attorneys agree that the fees are allocable for various portions of the work as provided in Exhibit "A" attached hereto and hereby made part hereof.

IN WITNESS WHEREOF, the Authority has caused this Legal Service Agreement to be executed in its name and in its behalf by its Chairman or Vice Chairman and its official seal to be affixed hereunto and attested by its Secretary or Assistant Secretary and the Attorneys hereunto have set their hands and seals, all as of the day and year first above written.

ATTEST:



Garnet B. Dice
Secretary

Witness:

Merle E. Winget

HAMILTON TOWNSHIP MUNICIPAL
AUTHORITY

By: Harry B. Stauffer Sr.
(Vice) Chairman

By: Roy S. F. Angle (SEAL)
Roy S. F. Angle

HAMILTON TOWNSHIP MUNICIPAL AUTHORITY

EXHIBIT "A"

BREAKDOWN OF LEGAL SERVICES

	Solicitor	Bond Counsel	Total
1. Services rendered in connection with procurement of the site, rights of way and/or easements necessary to construction and operation of the applicant's waste treatment plant	\$ 2,500	\$ - 0 -	\$ 2,500
2. General legal services rendered in connection with the grant project, such as review of construction contracts, legal dealings with contractors and general overseeing of the construction of the project	\$21,000	\$ 4,000	\$25,000
3. Services rendered in connection with issuance of either general obligation or revenue bonds (excluding a cost associated with bond election)	\$ 1,500	\$16,000	\$17,500
Total	\$25,000	\$20,000	\$45,000

We believe the foregoing to be a fair allocation and breakdown of the legal fees with regard to the Project as of the date hereof.

Bond Counsel
Rhoads, Sinon & Hendershot

By: 

Solicitor

Date: 


Number _____

November 21, 1979
Contract Number 1A

Change Order Number 1

DRAFT

CHANGE ORDER CHECKLIST
(40 CFR 35.938-5)

1. The change order has been signed and dated by the contractor, owner, and engineer, except ~~those~~ ^{that which requires} requiring prior approval. X

2. The nature and justification of the work have been adequately described, including drawings and calculations when appropriate. X

3. Change Order Category

A. Minor X Major _____
(includes emergency changes) (scope change, \$100,000 or more)

B. Reason for Change

<u> </u> Unforeseen site conditions	<u>X</u> Time Extension <u>3 days</u>
<u> </u> Design improvements/additions	<u> </u> Substitution of Equipment, Materials
<u>X</u> Re-location of sewers or other facilities	<u> </u> Scope Increase/Decrease
<u> </u> Errors/Omissions Corrections	<u> </u> Damage Claims
<u> </u> Provide better O & M	
<u> </u> Other	

4. The work involved is not covered by the specifications as work to be performed under the executed contract. (Check the specifications for this possibility, paying particular attention to General "Catch All" phrasing in the bid proposal.) X

5. The work involved will not result in a change in the original design concept or criteria. X

6A. Any extension of time included in this change order has been fully justified. X 3 days only

B. If the time extension has impacted any schedule contained in the Grantee's NPDES permit, the appropriate amendments have been requested. NA

7. Cost Evaluation

A. A cost breakdown has been supplied and the cost appears reasonable (40 CFR 35.938-5(c)). X

B. If change order cost exceeds \$100,000, it must be approved prior to being executed. (40 CFR 35.938-5(e)) EPA Form 5700-41 must be completed and reviewed. NA

Contract 1A CO#1

8A. Lump Sum: The overhead and profit markups are in accordance with the specifications. X

B. Unit Price: The unit prices used are in agreement with prices listed in the bid proposal. When quantity changes exceed 15 percent of the original bid quantity and the cost change is significant, the Grantee should consider renegotiation of the unit price. (40 CFR 35.938-5(b)(1)(i)) _____

9. Eligibility Determination

The work involved is:

X Eligible - \$+2887.13
_____ Ineligible - \$ _____

Comments: _____

Reviewed By: _____

Date: _____

Jeffrey A. Pike
4-6-81



DEPARTMENT OF THE ARMY
PHILADELPHIA DISTRICT, CORPS OF ENGINEERS
CUSTOM HOUSE—2 D & CHESTNUT STREETS
PHILADELPHIA, PENNSYLVANIA 19106

IN REPLY REFER TO

NAPOP-E

2 APR 1980

Mr. Joseph A. Galda, Chief
Pennsylvania Branch
Water Division, EPA Region III
Curtis Building, 6th & Walnut Sts.
Philadelphia, Pennsylvania 19106



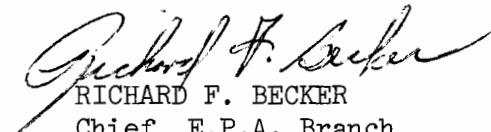
Dear Mr. Galda:

Inclosed are two (2) copies of five (5) change orders with certification for the following project:

<u>GRANT NO.</u>	<u>APPLICANT</u>	<u>CONTRACT NO.</u>	<u>CHANGE ORDER NO.</u>
C-420916-01	Hamilton Township Municipal Authority	Alt. 1	1
"	"	Alt. 1	2
"	"	Alt. 1	3
"	"	Alt. 1	4
"	"	Alt. 1	8

Sincerely,

Incl
As stated


RICHARD F. BECKER
Chief, E.P.A. Branch
U. S. Army Corps of Engineers

Copy Furnished: w/o Incl
Mr. Brij M. Garg, DER

CO Transmittal